

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X  
HANTAT TECHNOLOGY LTD.

Plaintiff,

-against-

Civil Action No. 07 CV 5772

COMPLAINT

MERKURY INNOVATIONS, LLC.

Defendant.

-----X

The plaintiff, HANTAT TECHNOLOGY LTD. by its undersigned attorneys BALLON STOLL BADER & NADLER, P.C., for its complaint against the defendant, MERKURY INNOVATIONS, LLC. alleges, upon information and belief, as follows:

JURISDICTION

1. The Court has jurisdiction of this action based upon the diversity of citizenship of the plaintiff and the defendant pursuant to 28 U.S.C. Section 1332 (a) (2).

2. The amount in controversy, exclusive of interest and costs, exceeds \$75,000.00.

VENUE

3. Venue is proper in this District because the transactions complained of took place within the Court's jurisdiction.

4. The plaintiff, Hantat Technology Ltd., is a corporation organized and existing under the laws of China. It maintains a principal place of business at 3/F, Fuxinlin Industrial Park, Hangcheng Industrial Zone, Xixiang Town, Baoan District, Shenzhen, China.

5. The defendant, Merkury Innovations, LLC., is a domestic limited liability company with its principal place of business at 180 Maiden Lane, 28th Floor, New York, NY 10038.

**FIRST CAUSE OF ACTION**

6. Between on or about December 5, 2006 and on or about February 1, 2007, the plaintiff, at the special instance and request of the defendant, sold and delivered to defendant, goods, wares and merchandise consisting of electronic cards readers.

7. These goods were received and accepted by defendant and had an aggregate agreed price and reasonable value of \$236,612.50.

8. Although duly demanded, defendant has not paid any portion of the \$236,612.50 amount due to plaintiff.

9. By virtue of the foregoing, plaintiff has been damaged in the sum of \$236,612.50, with interest from December 5, 2006.

**SECOND CAUSE OF ACTION**

10. Plaintiff repeats and reiterates each and every allegation contained in paragraphs 1 - 9 of this complaint as if fully set forth herein.

11. Defendant stated an account with plaintiff by way of periodic statements which were received and retained by defendant. These statements were not objected to by the defendant.

12. By virtue of the foregoing, plaintiff is entitled to recover the sum of \$236,612.50 on an account stated.

**THIRD CAUSE OF ACTION**

13. Plaintiff repeats and reiterates each and every allegation contained in paragraphs 1 - 12 of this complaint as if fully set forth herein at length.

14. Between on or about December 5, 2006 and on or about February 1, 2007, the parties entered into a contract whereby plaintiff agreed to sell and deliver goods, wares and merchandise to defendant and whereby defendant agreed to pay for these items.

15. Plaintiff duly performed all conditions and obligations on its part pursuant to the contract.

16. Defendant breached its agreement as the defendant has failed to pay any portion of the \$236,612.50 due plaintiff.

18. By virtue of the foregoing breach of contract, plaintiff has been damaged in the sum of \$236,612.50 with interest from December 5, 2006.

**WHEREFORE**, plaintiff demands judgment in its favor and against the defendant First, Second and Third Causes of Action of this Complaint in the sum of \$236,612.50 with interest from December 5, 2006, together with the costs and disbursements of this action and prays this Court to issue its process against the aforesaid defendant.

**Dated: New York, New York**  
**June 15, 2007**

**BALLON STOLL BADER & NADLER, P.C.**  
Attorneys for Plaintiff

BY: 

**HOWARD D. BADER (HDB - 9744)**  
1450 Broadway  
New York, New York 10018  
(212) 575-7900

